

2-0022  
03-00

A G R E E M E N T

Between

Judges, Burlington County Court

and

Burlington County Probation Officers Association

This agreement entered into by and between the Judges of the County Court of Burlington County, New Jersey and their successors, (hereinafter referred to as the "Judges") and the Burlington County Probation Officers Association (hereinafter referred to as the "Association").

1. The Judges hereby recognize the Association pursuant to Chapter 303 (New Jersey, Employer - Employee's Relations Act) as the sole and exclusive representative of Probation Officers, Senior Probation Officers and Principal Probation Officers II, of the Burlington County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to R.S. 2A:168-1, et. seq.

2. Effective January 1, 1973 the annual rates of pay for all Probation Officers, Senior Probation Officers and Principal Probation Officers II, to be promulgated by order of the said Judges, pursuant to R.S. 2A:168-8, will be within the salary ranges established by Court Order signed April 13, 1970, as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$ 7,737.00	\$ 10,059.00
Senior Probation Officer	\$ 8,530.00	\$ 11,092.00
Principal Probation Officer II	\$10,369.00	\$ 13,477.00

(As Amended as per Court Order Dated July 30, 1973.)

A. 1. There will be six annual steps at increments of \$387.00 for Probation Officers, \$427.00 for Senior Probation Officers, and \$518.00 for Principal Probation Officers II, respectively.

2. Five Probation Officers at the minimum level shall be raised to the second step or \$8124.00; two Probation Officers shall be raised to the 3rd step or \$8511.00, plus 3% cost of living; three Probation Officers shall be raised to the 4th step, or \$8898.00, two of which shall receive 7% cost of living, and one shall receive 3% cost of living; one Probation Officer shall be raised to the fifth step or \$9285.00, plus 3% cost of living.

3. One Senior Probation Officer shall receive \$8957.00; three Senior Probation Officers shall receive \$9384.00, and two Senior Probation Officers shall receive \$10,238.00. A plus 1 1/4% cost of living shall apply to all Senior Probation Officers.

4. The Principal Probation Officer range shall be raised to range #21 - \$10,369.00 - \$13,477.00.

Two Principal Probation Officers shall be raised to the fourth step or \$11,923.00; one Principal Probation Officer shall be raised to the maximum of \$13,477.00. A plus 1 1/4% cost of living shall apply to all Principal Probation Officers.

5. An appropriate cost of living increase in the amounts as stated above, is added to the salaries of Probation Officers in all titles, but this is not to be considered as part of the annual salary.

6. All officers in the above titles who are required to remain on duty during supper hour to accept reports of probationers, shall receive meal allowance not to exceed \$3.75 for each such duty assignment.

7. In addition to the above salaries and cost of living where it applies, Probation Officers of all grades shall receive all rights, benefits and privileges as provided by resolution of the Burlington County Board of Freeholders to all county employees.

8. A permanent employee who is a member of the national guard or naval militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

9. A complaint or grievance of any officer in the above titles related to work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

A. The complaint of an employee shall first be taken to the employee's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time -- three working days if possible. At this level a complaint need not be in writing.

B. If the employee wishes to appeal the decision of his immediate superior, he shall put the complaint in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three work days and shall render a decision within five work days thereafter.

C. An appeal of the Chief Probation Officer's decision shall be made in writing to the County Court Judges or their designated representative, for a final determination with reasonable promptness.

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Department of Civil Service under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he may not at the same time have the matter adjudicated by another person or agency. Such option shall be exercised at Step 3, before an appeal is taken to the County Court Judges. In using the grievance procedure proposed herewith, an employee is entitled to be represented by an attorney or other appropriate person of his own choosing.

#### B. Termination

This agreement shall be effective as of the First (1st) day of January, 1973, and shall remain in full force and effect until the Thirty-first (31st) day of December 1973. It shall be automatically renewed thereafter, unless either party shall notify the other, in writing, ninety (90) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than (60) days prior to the expiration date; and this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party, not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

C. Legality of Contract

Any provisions of this Agreement found to be in violation of Statutes, Court Rules, Civil Service Rules and Procedure and other provisions having the force and effect of law shall be subject to re-negotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

In witness whereof, the parties hereto have hereunto  
set their hands and seal this 30th day of July 1973.

For the Judges:

Herman Belopolsky, Liaison, J.C.C.

Paul R. Kramer  
Paul R. Kramer, J.C.C.

J. Gilbert VanSciver, Jr. J.C.C.

Alexander C. Wood, III  
Alexander C. Wood, III, J.C.C.

For the Association:

J. Edward Paglione  
J. Edward Paglione  
Liaison Representative

Joseph Roche  
Joseph Roche  
Liaison Representative

Joseph Gallagher  
Joseph Gallagher  
Liaison Representative